

# Husqvarna Construction Products Inc. 2019 Spring Swag Contest - Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY:** Husqvarna Construction Products Inc. Fall Swag Contest ("Contest") is open only to legal residents of the United States who have reached the age of majority at time of entry. All officers, directors, employees, agents and representatives of Husqvarna Construction Products Inc., ("Sponsor"), any independent contest judging organization, each of their respective parent corporations, subsidiaries, affiliates, sales representatives, distributors, licensees, prize providers, contractors or agents (all of the foregoing together with Sponsor, collectively, "Contest Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Contest. All applicable federal, provincial and local laws and regulations apply. Void where prohibited by law. Entry in the Contest constitutes your full and unconditional acceptance of these official rules ("Official Rules").

**2. CONTEST PERIOD:** The Contest begins at 7:00:00 a.m. Eastern Time ("ET") on March 11, 2019 and ends at 11:59:59 p.m. ET on March 24, 2019 (the "Contest Entry Period"). Potential Winner (defined below) will be selected from Entries properly submitted to the Contest.

**3. CONTEST ENTRY INSTRUCTIONS: NO PURCHASE NECESSARY.** Internet access and valid email account required. Online entry through the Website (as defined below) only; no other means of submission will be accepted.

There is one (1) method of entry for this Contest: To enter during the Contest Entry Period, go to <https://www.husqvarna.com/us/products/offers/swag-giveaway/> ("Website") and sign up for the contest by providing all of the required information ("Entry"). By submitting your Entry, you are indicating that you have read, understood and accepted these Official Rules.

Entries must be received within the Contest Entry Period to be eligible for the Contest. Entry must be submitted by the entrant him or herself. Entrant may only use one (1) email address. LIMIT: one (1) Entry per person during the Contest Entry Period. Multiple Entries received from any one (1) entrant beyond this limit will void all such additional Entries. Any Entrant found to be using multiple accounts to enter will be disqualified. Entries generated by a script, macro, or other automated means will be disqualified. In case of a dispute over the identity of an entrant, the authorized account holder of the email account associated with the entry used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. The Potential Winner may be required to show proof of being the authorized account holder.

#### **4. PUBLICITY:**

By entering this Contest and submitting an Entry, you acknowledge and agree that your Entry, specifically your name, may be posted online for public viewing. You hereby irrevocably, perpetually, and without limitation, grant the Sponsor the unlimited right and permission to use, post, display, publish, broadcast, adapt, edit and/or modify such Entry (with or without your name in connection with your Entry), on the internet, in connection with this Contest and waive all your rights, including moral rights, in and to the Entry, without notice or compensation. If you are selected as the Potential Winner, you agree to grant all right, title and interest in and to your Entry to Sponsor for use in any and all manner or media (whether now known or hereafter devised) anywhere in the world, in perpetuity, for any purpose, including without limitation, for purposes of advertising Sponsor or Sponsor's product or services and you agree to sign a release to this effect.

**5. SELECTION OF CONTEST WINNERS:** On Monday, March 25, 2019 at 2:00PM CST

("Contest Draw Date"), one (1) entrant will be selected by a random draw from all eligible Entries received during the Contest Entry Period ("Potential Winner"). The odds of being selected as a Potential Winner are dependent upon the total number of eligible Entries received by the Sponsor during the Contest Entry Period.

**6. PRIZE CLAIM CONDITIONS AND NOTIFICATION:** The Potential Winners will be notified by email within three (3) business days after the Contest Draw Date by 5:00 p.m. CST. Please check your email. By entering the Contest, you consent to Sponsor contacting you in this manner should you be selected to win a prize. The notification will contain instructions about responding, and the Potential Winner must respond by email within three (3) business days. At the sole discretion of the Sponsor, disqualification, forfeiture of the prize, and the selection of an alternate winner (who will be subject to disqualification in the same manner) may result from a Potential Winner's failure to: (1) respond to notification within the timeframe noted above; (2) provide Sponsor with satisfactory proof of eligibility; (3) return the fully executed Release within the timeframe required; 4) validly claim the prize by December 6, 2018; or (5) comply with the Official Rules. The Sponsor is not responsible for the failure for any reason whatsoever of a Potential Winner to receive notification if properly sent as described above or for the Sponsor to receive a Potential Winner's response.

**7. PRIZES:** Subject to the conditions herein, 1 (1) Contest Winner will receive a prize package, consisting of the following ten (10) prizes: One (1) 14" K 760 (approximate retail value \$1,170.00), One (1) short-sleeved Hi-Viz T-Shirt (approximate retail value \$8.50), One (1) Carhartt Tool Bag (approximate retail value \$51.00), One (1) HCP Thermos (approximate retail value \$42.00), One (1) Husqvarna Cap (approximate retail value \$6.00), One (1) pair of HCP sunglasses (approximate retail value \$3.00), One (1) Mossy Oak Koozie (approximate retail value \$2.50), One (1) HCP Koozie (approximate retail value \$.50), One (1) set of HCP Croakies (approximate retail value \$3.00), One (1) Smith & Wesson Tactical Knife (approximate retail value \$20.00).

The Prize may not be redeemed or exchanged for cash. The Prize will not be replaced if lost or stolen. Prize is not redeemable for cash or transferable. No substitution will be allowed except, at Sponsor's sole discretion, a prize of equal or greater monetary value may be substituted. The Prize will be awarded, provided it is validly claimed by March 7, 2019, after which no alternate winners will be selected, nor unclaimed prizes awarded. Sponsor makes no representations or warranties with respect to any prize. Any other costs or expenses related to accepting and/or using the Prize not listed in these Official Rules are the sole responsibility of the Winner.

**8. RELEASE.** By entering, each entrant agrees to defend, indemnify, release and hold harmless Contest Entities from and against any and all losses, demands, damages (including without limitation direct, indirect, incidental, consequential or punitive damages), rights, claims, injuries, actions and liabilities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)) of any kind arising out of or related to (i) entrant's participation in the Contest, including access to and use of the Website, (ii) any claims based on personality or privacy rights, defamation or prize delivery, (iii) entrant's acceptance, possession, use or misuse of any prize; or (iv) entrant's participation in any prize related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). The Potential Winner will be required to execute a declaration and release ("Release") that confirms: (a) eligibility for the Contest and compliance with these Contest Rules; (b) acceptance of the prize as offered; and (c) release of the Contest Entities from any and all liability in connection with the Contest or the acceptance, possession, use or misuse of any prize. The executed Release must be returned within five (5) business days of the date indicated on the Release or the Potential Winner will be disqualified and the prize forfeited.

**9. LIMITATION OF LIABILITY.** Without limiting the foregoing, the Contest Entities shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein. In any cause of action, the Contest Entities' liability will be limited to two hundred fifty dollars (US 250.00), and in no event shall the Contest Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Contest, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. CONTEST ENTITIES MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THIS CONTEST.

**10. PERSONAL INFORMATION:** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. By entering this Contest, you consent to such collection, use, and disclosure of your personal information. You may also be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming contests and promotions. The personal information will be hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. Winner by accepting the Grand Prize, grants to the Sponsor an irrevocable, perpetual, unlimited, worldwide, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Winner's name, picture, city, province of residence, statements, voice and likeness, biographical material, and the information contained in the Entry, in any media or format now known or hereafter devised, including but not limited to the World Wide Web, throughout the world in perpetuity for advertising and publicity purposes that Sponsor may conduct relating to the Contest, without additional review, compensation, permission or approval.

The personal information collected through this Contest is subject to Husqvarna's Privacy Policy, located at <https://www.husqvarna.com/us/privacy-notice/>. By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policy.

**11. OFFICIAL RULES/WINNERS' LIST REQUESTS:** To obtain a copy of these Official Rules go to <https://www.husqvarna.com/us/products/offers/swag-giveaway/>. Requests for winner lists may be sent via email to Husqvarna at [hcpmarketing.americas@husqvarnagroup.com](mailto:hcpmarketing.americas@husqvarnagroup.com). Requests for the winner list will only be accepted after the end of the Entry Period and must be received by April 30, 2019.

**12. INTELLECTUAL PROPERTY.** All Husqvarna Group intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

**13. LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to point of sale, television, print or online advertising, the terms and conditions of the Official Rules shall prevail, govern and control.

**14. GENERAL RULES AND RIGHT TO TERMINATE/MODIFY:** By entering or participating in the Contest, participants agree to be bound by these Official Rules, the terms and conditions of the Website, and by the decisions of Sponsor, which are final and binding in all respects. Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof. Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (i) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (ii) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. Any disputes that may arise hereunder shall be governed in all respects by the laws of the United States without regard to the conflicts of laws principles of any jurisdiction. If, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest or these Official Rules (or portion thereof), at any time and without notice or obligation. In the event of such cancellation, termination, modification or suspension, Sponsor will select a winner from all eligible, non-suspect entries received prior to such action, who will be subject to disqualification in the same manner.

**15. SPONSOR:** The Sponsor of this contest is Husqvarna Construction Products, Inc. Entrants shall not use the trademarks, copyrights, logos, trade dress, or designs of Sponsor, or falsely associate themselves with Sponsor, during or after the Entry Period.